

BEFORE THE GOVERNING BODY OF THE
COLUMBIA COUNTY DEVELOPMENT AGENCY
FOR COLUMBIA COUNTY, OREGON

In The Matter of a Supplemental Budget to Reallocate)
Appropriations Between Budget Categories)
In the **2019-2020 Fiscal Year Budget**) **Resolution No. 2-2019**

WHEREAS, ORS 294.471 permits the County to make one or more supplemental budgets by resolution where there is an occurrence or condition that was not known at the time the original budget was prepared; and

WHEREAS, the General Fund has experienced occurrences/conditions not ascertained when preparing the original budget, which necessitates a change in financial planning, that being an increase in debt service and a change in category for the administrative costs; and

WHEREAS, this supplemental budget is for Columbia County Development Agency and does not increase the fund's budget by more than 10%;

NOW, THEREFORE, IT IS RESOLVED that the 2019-2020 fiscal year budget for the Columbia County Development Agency is modified as detailed in **Exhibit A** for the specific purpose of providing appropriations to cover expenditures through June 30, 2020.

Dated in St. Helens, Oregon this _____ day of October, 2019.

COLUMBIA COUNTY DEVELOPMENT AGENCY

By: _____
Alex Tardif, Chair

By: _____
Margaret Magruder, Vice-Chair

By: _____
Henry Heimuller, Secretary/Treasurer

Approved as to form:

By: _____
Office of County Counsel

Exhibit A

COLUMBIA COUNTY DEVELOPMENT AGENCY

Supp #1

Supplemental Budget # FY2019-20

Fund Budget Must Balance To \$0.00

Department: CCDA

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
818-00-00-3004	Restricted Cash Balance	0.00 3,930,756.00 0.00 0.00 0.00	0.00 321,613.00 0.00 0.00 0.00	0.00 4,252,369.00 0.00 0.00 0.00
Total Resources		3,930,756.00	321,613.00	4,252,369.00
Personal Services				
		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
Total Personal Services -		0.00	0.00	0.00
Materials & Services				
818-01-00-4593	Professional Fees-Admin	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 63,000.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 63,000.00 0.00 0.00 0.00 0.00 0.00 0.00
Total Materials & Services		0.00	63,000.00	63,000.00
Debt, Capital, Transfers				
818-00-00-5302	Transfer Gen Fund Admin Costs (Special Payments)	63,000.00 0.00	(63,000.00) 0.00	0.00 0.00
818-00-00-6014	Other Agencies Debt Service (Debt Service)	202,000.00 0.00	200,000.00 0.00	402,000.00 0.00
818-00-00-6018	Port Extra Payment (Debt Service)	5,418,656.00 0.00	121,613.00 0.00	5,540,269.00 0.00
Total Expenditures		5,683,656.00	321,613.00	6,005,269.00
Total Change should = 0 >>			0.00	
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	09/27/19	
				Supp #1

AMENDMENT 1 TO
INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE COLUMBIA COUNTY DEVELOPMENT AGENCY AND
THE CLATSKANIE RURAL FIRE DISTRICT

This Amendment 1 is to the Intergovernmental Agreement (“Original Agreement”) made and entered into on the 23th day of June, 2004, by and between the Columbia County Development Agency, the Urban Renewal Agency of Columbia County, Oregon, a public body corporate and politic, duly created and functioning under the laws of the state of Oregon, (hereinafter referred to as the “Agency”), and the Clatskanie Rural Fire District, a rural fire protection district (hereinafter referred to as the “District”). The Agency or the District may be referred to herein as a “party” and jointly as “parties”.

RECITALS

WHEREAS, pursuant to the Original Agreement, the District has requested reimbursement for a fire engine, which is capital equipment for fire and life safety in the Urban Renewal District subject to reimbursement under the Port Westward Urban Renewal Plan; and

WHEREAS, pursuant to the Original Agreement, the Agency has reimbursed the District in the amount of \$162,647.62 for capital equipment and planning, leaving \$402,352.38 remaining available for reimbursement under the Port Westward Urban Renewal Plan; and

WHEREAS, the Agency has sufficient funds available and projected to reimburse the District for the fire engine;

NOW, THEREFORE, the Parties agree as follows:

1. The Original Agreement is amended as follows:

1.1 Section 1. The Projects, is amended to read as follows:

“The Projects. The District shall purchase a 2004 Super Duty F-350 Pick-up truck, or a substantially similar vehicle, to be used for fire and life safety purposes exclusively within the Urban Renewal Area (hereinafter referred to as “Project #1”). The District shall purchase a water tender vehicle, to be used for fire and life safety purposes exclusively within the Urban Renewal Area (hereinafter referred to as “Project #2”). The District shall purchase a Pierce Apparatus fire engine, to be used for fire and life safety purposes exclusively within the Urban Renewal Area (hereinafter referred to as “Project #3”). The District shall contract for ESCI Master Plan Services (hereinafter referred to as “Project #4”). Project #1, Project #2, Project #3

and Project #4 may be referred to singularly as a "Project" or collectively as "the Projects". No other projects will be funded pursuant to this Agreement."

1.2 Section 4. Subsequent Projects., is deleted.

2. The Original Agreement is attached hereto and is incorporated herein by this reference.
3. Except as otherwise expressly amended herein, the Intergovernmental Agreement by and between the Columbia County Development Agency and the Clatskanie Rural Fire District remains in full force and effect.
4. This Amendment 1 is effective on the date last signed, below.

COLUMBIA COUNTY
DEVELOPMENT AGENCY

CLATSKANIE RURAL FIRE DISTRICT

By: _____
Alex Tardif, Chair

By: _____
Chief Steve Sharek

By: _____
Henry Heimuller, Secretary/Treasurer

Date: _____

Date: _____

BEFORE THE GOVERNING BODY OF THE
COLUMBIA COUNTY DEVELOPMENT AGENCY
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Adoption of the)
Budget for the Columbia County Development)
Agency for Fiscal Year 2019-2020 and) RESOLUTION NO. 1-2019
the Schedule of Appropriations)

THIS MATTER having come before the Board of County Commissioners of Columbia County, Oregon, sitting as the governing body of the Columbia County Development Agency on the 26th day of June 2019; and

WHEREAS, the Columbia County Development Agency Budget Committee sitting as budget committee for Columbia County Development Agency approved the budget for the Columbia County Development Agency for fiscal year 2019-2020 on May 16, 2019; and

WHEREAS, the Board of County Commissioners sitting as governing body of the agency has received the budget and made any necessary modifications and the same is now ready for adoption;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the 2019-2020 budget for the Columbia County Development Agency in the total amount of \$6,502,891 be, and hereby is, adopted; and

IT IS FURTHER RESOLVED the amounts for the fiscal year beginning July 1, 2019, and for the purposes shown in Exhibit "A" which is attached hereto and incorporated herein by this reference are hereby appropriated; and

IT IS FURTHER RESOLVED that the Board of County Commissioners sitting as governing body of the Columbia County Development Agency shall certify to the County Assessor a request for the Port Westward Urban Renewal Plan Area for the maximum amount of revenue that may be raised by dividing the taxes under Section 1c, Article IX of the Oregon Constitution and ORS Chapter 457; and

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IT IS FURTHER RESOLVED that the Budget Officer shall certify to the County Clerk of Columbia County, Oregon, the budget for the Columbia County Development Agency and shall file with the Clerk's Office a copy of the budget as finally adopted.

DATED at St. Helens, Oregon this 26th day of June, 2019.

COLUMBIA COUNTY DEVELOPMENT AGENCY

By: _____
Alex Tardif, Chair

By: _____
Margaret Magruder, Vice-Chair

By: _____
Henry Heimuller, Secretary/Treasurer

Approved as to form:

By: _____
Office of County Counsel

Exhibit A
Schedule of FY 2019-2020 Appropriations
Columbia County Development Agency

CCDA General Fund

Program Services	62,281
Debt Service	6,377,610
Special Payments (Reimbursements to Columbia County for Debt Service and Agency administration)	63,000
Total Appropriations	6,502,891



Port of Columbia County
Larry Ericksen, Commission President
PO Box 190
Columbia City, OR 97018

September 18, 2019

Dear Mr. Ericksen and Fellow Commissioners,

The Columbia County Development Agency (“Agency”) Board would like to renew negotiations with the Port of Columbia County (“Port”) to ensure the Port Westward Water System is properly maintained and operated and that debt for the water system is repaid expeditiously to limit the cost to impacted taxpayers and taxing districts.

Accompanying this letter is language for proposed amendments to the Amended and Restated Intergovernmental Agreement (“IGA”), entered into by the Agency and Port on June 24, 2015. The intent of the proposed amendment is to resolve several outstanding issues related to compliance with the IGA, which were enumerated in our letter to the Port on March 15, 2017, and were subject of discussion at the joint board meeting between the Agency Board of Directors and Port Board of Commissioners on October 16, 2017, as well as subsequent communications between Agency and Port staff.

We believe that these proposed changes will provide the best outcome for the Port, Agency, all other affected taxing districts, and the taxpayers and residents of Columbia County. We look forward to successfully completing negotiations on the proposed amendment, to resolve all outstanding issues, and strengthen the collaborative partnership between the Agency and the Port, as we pursue continued economic development opportunities at Port Westward. We ask that you would please review the proposed amendment, and provide us with any questions or feedback that you may have.

Questions, comments, or other responses to this letter may be directed to me at alex.tardif@co.columbia.or.us, or 503-397-4322. For coordination between Agency and Port staff, please contact Lorelei Juntunen, ECONorthwest’s staff lead for the Agency, at juntunen@econw.com, or 503-200-5074.

Thank you,

Alex Tardif
Chairman, Columbia County Development Agency

AMENDMENT 1 TO
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE COLUMBIA COUNTY DEVELOPMENT AGENCY AND
THE PORT OF COLUMBIA COUNTY

This Amendment 1 is to the Amended and Restated Intergovernmental Agreement (“Original Agreement”) made and entered into on the 24th day of June, 2015, by and between the Columbia County Development Agency, the Urban Renewal Agency of Columbia County, Oregon, a public body corporate and politic, duly created and functioning under the laws of the state of Oregon, (hereinafter referred to as the “Agency”), and the Port of Columbia County, a municipal corporation of the State of Oregon (formerly, the “Port of St. Helens” hereinafter referred to as the “Port”). The Agency or the Port may be referred to herein as a “party” and jointly as “parties”.

RECITALS

WHEREAS, on February 22, 2017, the Agency sent the Port a notice of default under the Original Agreement; and

WHEREAS, the conditions of default are in dispute and it is in the best interest of the parties and the public to settle the issues of default by amendment to the Original Agreement; and

WHEREAS, pursuant to the Original Agreement, the Agency agreed to use Net Tax Increment Revenues to repay the Debt, according to the Payment Schedule for the Water Loan (“Scheduled Debt Payments”) until the entire principal amount, up to Eight Million Ninety Five Thousand, One Hundred and Twenty One Dollars (\$8,095,121) and accrued interest is paid, except to the extent that Tariffs, as defined in Section 8.3 are charged and collected by the Port for use of the Water System; and

WHEREAS, pursuant to the Original Agreement, the Agency has made Scheduled Debt Payments, as defined in the Original Agreement; and

WHEREAS, the remaining principal amount of the Water System Loan is Seven Million, One Hundred Ten Thousand, Five Hundred and Six Dollars and Eighty-Five Cents (\$7,110,506.85); and

WHEREAS, the Original Agreement provides that to the extent that Net Tax Increment Revenue in any fiscal year are available in sufficient amounts to make at least scheduled debt payments on all Plan Debt, the Agency may, in its sole discretion pre-pay any Plan Debt; and

WHEREAS, the Original Agreement further provides that to the extent that in each calendar year that the Port makes a Mandatory Principal Reduction payment under Section 8.7, the Agency will pay twenty-five percent (25%) of the Excess Tax Increment Revenues as a prepayment of the principal of the Debt; and

WHEREAS, since the origination of the Debt in 2005, the Port has not collected any Tariffs for use of the Water System, and therefore has not remitted any Tariffs or Port Mandatory Principal Reduction payment towards payment of the Debt, and has no immediate plan to collect Tariffs for use of the water system; and

WHEREAS, the Agency has sufficient funds available and projected to make discretionary Debt pre-payments; and

WHEREAS, the Port’s obligation to collect and remit Tariffs exists only for so long as the Debt is not fully repaid; and

WHEREAS, there is a significant cost to the taxing districts in Columbia County in the event that the Debt is fully repaid ahead of schedule with Net Tax Increment Revenue and then Water System

users begin operations that would have resulted in Tariffs used by the Port to make Scheduled Debt Payments; and

WHEREAS, there is significant cost savings to the taxing districts in Columbia County to the extent that interest expenses can be avoided by pre-payment of the Debt; and

WHEREAS, the parties have agreed to amend the Original Agreement to pursue a reimbursement policy that will have the most beneficial financial impact to overlapping taxing districts; and

WHEREAS, on [REDACTED], 2018, the Port of St. Helens formally changed the name of the district to the Port of Columbia County;

NOW, THEREFORE, the Parties agree as follows:

1. The Original Agreement is amended as follows:

1.1 All references to the "Port of St. Helens" shall be to the "Port of Columbia County."

1.2 Section 1. Term, is amended to read as follows:

"1. Term. This Agreement shall be effective on the Effective Date, and shall continue until the Debt, as defined herein, and prepayment reimbursement as described in Section 8.7.5, is fully paid, except as otherwise specifically stated herein."

1.3 Section 4.5 Plan Debt Prepayment, is amended to read as follows:

"4.5 Plan Debt Prepayment. To the extent that Net Tax Increment Revenues in any fiscal year are available in sufficient amounts to make at least scheduled debt payments on all Plan Debt (defined below), including the Debt, the Agency in its sole discretion may pre-pay any Plan Debt. "Agency Prepayment of Water Loan Debt" means the total amount of all prepayments of the Debt made by the Agency, including principal and interest. Agency Prepayment of Water Loan Debt shall be reimbursed by the Port out of Net Water System Revenue (defined below)."

1.4 Section 5. Agency Mandatory Principal Reduction, is deleted.

1.5 Section 7. Tariffs First Source of scheduled Debt Payment, is amended to read as follows:

"7. Tariffs First Source of Scheduled Debt Payment. Tax Increment Revenues shall only be used to pay Scheduled Debt Payments to the extent that Scheduled Debt Payments exceed Net Water System Revenue (defined in Section 8.7.5)."

1.6 Section 8.2.1 is amended to read as follows:

“8.2.1 Except as provided in Section 8.2.2 below relating to Portland General Electric (PGE), until the Debt is fully repaid and the Port has reimbursed the Agency for the full amount of the Agency Prepayment of Water Loan Debt, the Port shall require all new Port tenants who are users or potential users of water within the Port Westward Industrial Site to use all components of the Water System. Without limiting the generality of the foregoing, a tenant shall be considered a user or potential user of water within the Port Westward Industrial Site if the tenant is located within or adjacent to the Port Westward Industrial Site and/or if the tenant will use the Port’s Water Right.”

1.7 Section 8.3.1, is amended to read as follows:

“8.3.1 Until the Debt is fully repaid and the Port has reimbursed the Agency for the full amount of the Agency Prepayment of Water Loan Debt, and except with the prior consent of the Agency, the Port will charge and collect all Water System users comparable market rate tariffs (“Tariffs”) for use of the Water System. The Port shall begin collection of Tariffs immediately upon commencement of use of the Water System, with the exception of PGE as outlined in Section 8.2.

1.8 Section 8.6.2 , is amended to read as follows:

“In years during which funds are credited to the Water System Account the Port shall keep records of amounts credited to and expenditures from the Water System Account in accordance with accounting principles as established by the Government Accounting Standards Board applicable to government entities as in effect from time to time and shall be audited annually by an independent accountant. Audits shall be forwarded to the Agency upon completion.”

1.9 Section 8.7.5 is added to read as follows:

“8.7.5 “Net Water System Revenue” shall mean all Tariffs, or any other income generated from the Water System including fees or charges arising from the Port Water Right less amounts allowed for Project Expenses (including allocation for Capital Repair) and less amounts allowed for the Port Mandatory Principal Reduction annual retainage. Net Water System Revenue shall be applied annually first to make scheduled Debt service payments, then to prepayment of any outstanding principal amount of the Debt, and then to reimburse the Agency for any Agency Prepayment of Water Loan Debt.”

1.10 Section 8.16.3 is added to read as follows:

“The Agency consents to the assignment of operation/maintenance of the Water System to PGE and Global provided that PGE and global comply with the terms and conditions of this Agreement.”

1.11 Section 8.17.4 is amended to read as follows:

“The Port shall develop maintenance and replacement schedules for all components of the Water System within six (6) months of the date of this Agreement and shall ensure that all systems of the Water System have maintenance and replacement schedules in place consistent with best practices for water systems for the duration of this Agreement. This requirement may not be assigned to a third party. The Port shall provide the Agency with copies of all such schedules for the Water System within 30 days of development or amendment of such schedules. The Port shall provide the Agency with an annual report of the operations and maintenance of the systems establishing that the maintenance and replacement schedules are being followed on or before April 30th.”

- 2. The Original Agreement is attached hereto and is incorporated herein by this reference.
- 3. Except as otherwise expressly amended herein, the Amended and Restated Intergovernmental Agreement by and between the Columbia County Development Agency and the Port of Columbia County remains in full force and effect.
- 4. This Amendment 1 is effective on the date last signed, below.

COLUMBIA COUNTY DEVELOPMENT AGENCY

PORT OF COLUMBIA COUNTY

By: _____

By: _____

Alex Tardif, Chair

, Chair

By: _____

Date: _____

Henry Heimuller, Secretary/Treasurer

Date: _____

ECONorthwest

ECONOMICS • FINANCE • PLANNING

Phone | 503-222-6060
econw.com

KOIN Center
Suite 1600
222 SW Columbia
Portland, Oregon 97201-6616

Other Offices
Seattle | 206-823-3060
Eugene | 541-687-0051
Boise | 208-918-0617

October 16, 2019

Louise Kallstrom, Finance Director
Columbia County
230 Strand Street
St. Helens, OR 97051

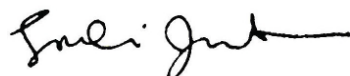
Dear Louise,

ECONorthwest has served as administrator for the Columbia County Development Agency (CCDA) since 2015. When we submitted our proposal for this work, we included a set of hourly rates. Our contract stipulates that the cost proposal should be in effect during the initial term of the contract (through May 30, 2016). Since 2015, there have been several changes in the team structure. Nick Popenuk left ECONorthwest and started a consulting firm, Tiberius Solutions, which now serves in a subcontractor role on the team. Several team members have left ECONorthwest, and those that remain at ECONorthwest have new billing rates. We would like to take this opportunity to update our rates as follows:

Staff Member	Role	Original 2015 Hourly Rate	Proposed 2019 Hourly Rate
ECONorthwest			
Lorelei Juntunen	Project Director	\$165	\$215
Emily Picha	Project Manager	\$130	\$150
Associate		N/A	\$120
Research Analyst		N/A	\$95
Tiberius Solutions			
Nick Popenuk	Finance Lead	\$130	\$150
Ali Danko	Finance Assistant	N/A	\$100
Elaine Howard Consulting			
Elaine Howard	Principal	\$175	\$195
Scott Vanden Bos	Project Manager	N/A	\$145

Please let us know if you need further documentation or clarification on these proposed rate changes. We look forward to supporting CCDA in the future.

Sincerely,



Lorelei Juntunen